

1 through C.

2 CROSS-EXAMINATION

3 MR. EDWARDS: Mr. Grieco, as a point of
4 reference, let me point you to WorldCom Exhibit 3,
5 which is your direct testimony on nonmediated
6 issues, page 80.

7 MR. GRIECO: Page eight?

8 MR. EDWARDS: Eighty. This relates to
9 issue IV-2, which is two-way trunking.

10 Am I correct that if WorldCom's proposal
11 on two-way trunking is adopted, then WorldCom, in
12 effect, will be dictating to Verizon when Verizon
13 must use two-way trunks also?

14 MR. GRIECO: Could you say that one more
15 time?

16 MR. EDWARDS: Yes, sir.

17 Am I correct that if WorldCom's position
18 on two-way trunks is adopted, i.e. mutual agreement
19 is not required--first, let me ask a foundation
20 question.

21 The basic dispute here is whether there
22 has to be mutual agreement regarding two-way

1 trunks; is that correct?

2 MR. GRIECO: Yes.

3 MR. EDWARDS: And WorldCom's position is
4 there need not be mutual agreement. It's basically
5 WorldCom's right to use two-way trunks when
6 WorldCom wants to; correct?

7 MR. GRIECO: That's correct.

8 MR. EDWARDS: Am I correct, then, that the
9 result of WorldCom's position or the result of
10 WorldCom's proposal is adopted, is WorldCom in
11 effect is dictating to Verizon when Verizon must
12 use two-way trunks?

13 MR. GRIECO: Well, if you establish
14 two-way trunks, both parties have to use them or
15 they are not two-way trunks. Am I missing
16 something?

17 MR. EDWARDS: So, WorldCom is dictating to
18 Verizon that it must use two-way trunks at the same
19 time it's making its unilateral decision to do so;
20 correct?

21 MR. GRIECO: Yes, we would expect Verizon
22 to use the same trunk we are to send traffic in

1 both directions.

2 MR. EDWARDS: The other set of questions I
3 have is with respect to issue IV-4. Let me refer
4 you--I guess the easiest way to do this is let's
5 look at the JDPL on this.

6 Do you have that?

7 MR. GRIECO: Yes.

8 MR. EDWARDS: I would ask you to turn to
9 page 121.

10 MR. GRIECO: Okay.

11 MR. EDWARDS: Let me ask you to look at
12 1.1.4.2 of WorldCom's proposed language there.
13 This language refers to the exchange of information
14 regarding potentially hazardous or adverse
15 environmental conditions; correct?

16 MR. GRIECO: Yes.

17 MR. EDWARDS: And would you agree with me
18 that the parties have had some discussions
19 regarding that issue and have, I guess, an
20 agreement that there ought to be an exchange of
21 information regarding hazardous environmental
22 conditions, but they disagree regarding the

1 contract language addressing that issue?

2 MR. GRIECO: I believe that is correct. I
3 think there is just language in that particular
4 section Verizon doesn't agree with.

5 MR. EDWARDS: All right. Now, let me ask
6 you to look at 1.1.4.2. And under WorldCom's
7 proposal, (reading) Verizon shall provide any
8 information available to it regarding adverse
9 environmental or other conditions involving a POI
10 or the interconnection route.

11 Do you see that?

12 MR. GRIECO: Yes.

13 MR. EDWARDS: Is "interconnection route"
14 defined anywhere?

15 MR. GRIECO: It's not defined in that
16 section, and without reading the entire agreement,
17 I couldn't tell you if it's defined anywhere else
18 or not.

19 MR. EDWARDS: As you sit here today, do
20 you know what the interconnection route would be?

21 MR. GRIECO: I would think that would be
22 anything that would prevent us from getting our

1 fiber into your building up to the point of
2 interconnection in the building, such as no
3 conduit.

4 MR. EDWARDS: Could it be the entire
5 right-of-way, for example, that the interconnection
6 facility is run on?

7 MR. GRIECO: I'm trying to think of a
8 scenario.

9 I mean, typically we would build, you
10 know, from our fiber from our facility to our end
11 of the POI. We would be responsible for that. I'm
12 not sure that--I think the issue is just being able
13 to get it all the way there. When we get to your
14 facility that we can get that fiber cable up into
15 the building, that there is no asbestos or other
16 environmental issues that would make getting our
17 cable to the co-location cage hazardous to our
18 employees or anything of that nature.

19 MR. EDWARDS: Well, actually, you raise, I
20 guess, sort of what the issue is here. You're
21 talking about the entrance facilities to the
22 co-location cage; correct?

1 MR. GRIECO: I don't like to use the term
2 "entrance facilities." That usually implies LEC
3 building in the other direction.

4 MR. EDWARDS: I'm not going through
5 Dr. Collins's little E and little F.

6 The language that you have here, however,
7 is not limited to co-location situations; correct?

8 MR. GRIECO: I would think we would want
9 to know about any environmental conditions related
10 to building a co-location for a POI or a
11 co-location for any other purpose. I don't know
12 that I can think of an issue with mid-span that
13 would fall into this category, but--

14 MR. EDWARDS: Right. That's sort of my
15 point here. The issue--do you know whether the
16 environmental issues that WorldCom is trying to
17 reach with this language are adequately dealt with
18 in co-location tariffs and co-location agreements?

19 MR. GRIECO: I don't know what the
20 co-location agreements are. All I know is any time
21 we are in a situation where we have no control over
22 the environment, we want to know what exists out

1 there, any information that may be available by the
2 ILEC who does have control of that environment that
3 we are informed of what that information is.

4 MR. EDWARDS: Would you agree with me that
5 if the concerns regarding environmental conditions
6 are adequately dealt with with respect to the
7 governing procedures and documents for co-location,
8 that there is not--there is no necessity to address
9 that issue with the detailed language that WorldCom
10 has proposed for the Interconnection Agreement?

11 MR. GRIECO: I don't know. I guess I
12 would have to think about every single
13 interconnection scenario that could exist, and the
14 two to me that immediately pop into my head are
15 co-location and mid-span, but I have to think about
16 the other ones to give you an honest answer.

17 MR. EDWARDS: Do you think the fact that
18 you and I are even having this discussion to come
19 up with a situation where an interconnection route
20 outside of the co-location arrangement might be an
21 issue raises some question regarding whether this
22 language belongs in this agreement?

1 MR. GRIECO: I think the language needs to
2 be in the contract. I'm not sure--you may be right
3 that the "interconnection route" particular phrase
4 is a little bit confusing, but as far as everything
5 else goes, I don't see any reason why that language
6 doesn't need to be in the contract.

7 MR. EDWARDS: If the issue is adequately
8 dealt with in the context of co-location, do you
9 think it also needs to be dealt with in the context
10 of interconnection?

11 MR. GOYAL: If I could clarify this line
12 of questioning for me, the language regarding
13 environmental information, would it not apply to
14 situations where WorldCom wants to co-locate in
15 Verizon facilities? Is it meant only to apply to
16 interconnection, or is it meant to apply to both?

17 MR. GRIECO: I would think any time you
18 want to put equipment in a Bell Atlantic--Verizon
19 facility, whether it be co-location or some other
20 arrangement, that we would want to make sure that
21 if we are going to have employees going and
22 maintaining that equipment, that there is no

1 issues.

2 MR. GOYAL: It's both, okay.

3 MR. EDWARDS: Do I have a pending
4 question? I think I do.

5 MR. GRIECO: Yes, you do.

6 If the language exists in the
7 Interconnection Agreement, I think regardless of
8 where it is, we want to make sure there is language
9 in the Interconnection Agreement to address this
10 issue. I'm not sure if the thing you're talking
11 about, the co-location stuff, is part of an
12 Interconnection Agreement or if it's some other
13 document.

14 The basic issue we have with a lot of
15 these scenarios is we want to make sure that
16 language is addressed in the Interconnection
17 Agreement, not in other peripheral documents that
18 might come later like the Memo of Understanding for
19 the mid-span or similar to the operator service DA
20 thing you were talking about earlier.

21 The language--we want to see the language
22 in the Interconnection Agreement where it's most

1 enforceable.

2 MR. EDWARDS: In response to the question
3 from staff you just said any time MCI WorldCom,
4 when it puts in any of its equipment or facilities
5 on Verizon's premises, wouldn't that always be done
6 in the context of co-location?

7 MR. GRIECO: I can't say for sure. I know
8 there's virtual co-location, there is physical
9 co-location, scope arrangements, other things. I
10 don't know every situation that would entail us
11 putting equipment in a Verizon facility. I don't
12 know if it's always a co-location issue or not.

13 MR. EDWARDS: In 1.1.4.2, WorldCom's
14 proposed that information is available to Verizon
15 if it's in Verizon's possession or the possession
16 of a current or former agent, contractor, employee,
17 affiliate, lessor, or tenant of Verizon.

18 Do you see that?

19 MR. GRIECO: Yes.

20 MR. EDWARDS: You would agree with me that
21 that's a fairly broad definition of "available,"
22 wouldn't you?

1 MR. GRIECO: It's fairly comprehensive,
2 yes.

3 MR. EDWARDS: Do you know of any ILEC that
4 has agreed to that definition of "available,"
5 information being available to Verizon or any
6 information available to that ILEC?

7 MR. GRIECO: I don't know.

8 MR. EDWARDS: Would this impose a burden
9 on Verizon to get in contact with every former
10 employee that ever worked at a central office, for
11 example, to determine whether they had any
12 knowledge regarding an adverse or hazardous
13 environmental condition once WorldCom made its
14 intention known to co-locate, for example, in that
15 central office?

16 MR. GRIECO: I suppose if you took it to
17 the hypothetical extreme, yes, it could pose some
18 hardship on Verizon.

19 MR. EDWARDS: Would Verizon also have to
20 contact every contractor who ever had any building
21 obligation with respect to the same central office?

22 MR. GRIECO: That's what the language

1 would say.

2 MR. EDWARDS: You would agree that's not
3 feasible, wouldn't you?

4 MR. GRIECO: It would be difficult.

5 MR. EDWARDS: And then with respect to
6 1.1.4.3, am I correct that WorldCom is asking for
7 the right to do a site investigation on any Verizon
8 premises for any purpose, even if unrelated to an
9 environmental or hazardous condition?

10 MR. GRIECO: No, I would not agree with
11 that. I think what the language is saying is that
12 we would like to do a site investigation based on
13 our need to interconnect at that facility. It is
14 caveated by our need for interconnection at the end
15 of that sentence. It is not meant to imply that we
16 can just blanket request site surveys at any
17 Verizon facility any time we want.

18 MR. EDWARDS: So, the site survey is in
19 connection with any interconnection need but
20 unrelated to any potential environmental condition;
21 correct?

22 MR. GRIECO: If you read on, the next

1 sentence in that section says, (reading) Such site
2 investigation shall be conducted only after Verizon
3 has notified MCI Metro of the presence of a hazard
4 and only to the extent necessary for MCI Metro
5 assess the effect of the hazard on MCI Metro's
6 interconnection.

7 So, I think it's fairly constrained there
8 not to allow us randomly going around doing site
9 survey in Verizon end offices.

10 MR. EDWARDS: Are you aware of the
11 co-location rules that allow for site surveys of
12 Verizon's premises?

13 MR. GRIECO: Not specifically, no. I'm
14 not a co-location expert.

15 MR. EDWARDS: So, you don't have an
16 opinion regarding whether those rules adequately
17 give WorldCom what it's seeking to get in this
18 language in 1.1.4.3?

19 MR. GRIECO: Having never seen this
20 language, no, I can't give an opinion on that.

21 MR. EDWARDS: That's all I have,
22 Mr. Grieco. Thank you.

1 MR. DYGERT: Do I take it you are finished
2 with all these issues?

3 MR. EDWARDS: Yes, sir.

4 MR. DYGERT: Thank you. Mr. Monroe,
5 whenever you're ready.

6 MR. MONROE: Thank you.

7 CROSS-EXAMINATION

8 MR. MONROE: Starting on issue IV-2, I
9 want to clarify what the parties' positions are on
10 this issue.

11 Is it Verizon's position that the use of
12 two-way trunks has to be by mutual agreement?

13 MR. ALBERT: I would say that terms and
14 the conditions of how we do two-way trunking need
15 to be negotiated and mutually agreed to.

16 As far as when we are interconnecting
17 between our two networks, think of MCI wants to use
18 two-way trunking, we are more than happy to do
19 that. But what needs to be in place are all the
20 particulars relative to how that's engineered and
21 operated and administered, so all the details are
22 relating to the ongoing provisioning and

1 engineering and operation. Those parameters really
2 need to be discussed and identified and agreed to
3 by the parties to successfully implement two-way
4 trunking between each other.

5 MR. MONROE: Okay. Then, to make sure we
6 are clear on the primary issue before we get into
7 the details you're talking about, does Verizon
8 accept that the use of one-way or two-way trunks is
9 at MCI's option?

10 MR. ALBERT: For this Interconnection
11 Agreement, yeah. We are willing to go whichever
12 way you want to.

13 Assuming we agree to the details of how to
14 do two-way trunking, which you would want to employ
15 at what particular locations for this
16 Interconnection Agreement for this period, we are
17 willing to let you pick.

18 If I'm screwing up, jump in here.

19 MR. MONROE: I think where we are, seeing
20 how we are arbitrating this matter, whatever we
21 can't agree on the Commission is going to be
22 deciding for us. So then, would you agree that in

1 the DPL on page 108, the first sentence of the
2 WorldCom proposed language, 1.2.7.2, are you
3 agreeing that that language is acceptable,
4 (reading) Unless otherwise indicated in this
5 agreement, trunks would be provisioned as one-way
6 or two-way trunks as specified by MCIm?

7 MR. ALBERT: That's fine.

8 MR. MONROE: Thank you.

9 If I could direct you to Verizon 4, which
10 is your July 31st direct testimony. I'm looking at
11 page 23, and in particular I'm looking at lines 18
12 through 23.

13 MR. ALBERT: Okay.

14 MR. MONROE: I'm going to take the last
15 half of that first, where you talk about the 240
16 tandem trunk limitation.

17 It's my understanding now that's not an
18 issue any longer since WorldCom has agreed to wear
19 the belt, you are no longer insisting that WorldCom
20 wear suspenders, too; is that correct?

21 MR. ALBERT: No, that's still a
22 disagreement between us.

1 MR. MONROE: Okay. Is the matter of
2 whether or not the 240 trunk limitation is imposed,
3 does that have any direct bearing on whether or not
4 the parties use two-way trunks? In other words, if
5 the Commission rules in your favor or in our favor,
6 does that really change whether or not the parties
7 will use two-way trunks?

8 MR. ALBERT: Does it alter the decision in
9 terms of would we use one-way or would we use
10 two-way?

11 MR. MONROE: Let me rephrase it. That was
12 probably awkwardly worded.

13 Are those two matters decidable by the
14 Commission independently? Regardless of how the
15 Commission decides the 240 trunk issue, can the
16 two-way trunk issue be determined either way as
17 well?

18 MR. ALBERT: Where you're losing me is I'm
19 not following quite what you mean by the two-way
20 trunk issue. I thought there were a number of
21 terms and conditions that we initially didn't agree
22 on. I thought they had gotten grossly narrowed to

1 where this is the last one on two-way trunking.

2 MR. MONROE: Which one?

3 MR. ALBERT: The 240 being the only last
4 term and condition that we don't have agreement on,
5 the utilization numbers we talked about in the
6 hearings last week, and the MCI position to use the
7 60 percent utilization, but they had the 15 percent
8 overhead. We talked through that and described
9 what had been e-mailed to Verizon with a further
10 description of what that meant. The example that
11 had been given for that was that if there was a
12 trunk group of a hundred trunks, and if only 60
13 were required, that MCI then meant they would be
14 agreeable to disconnect that two-way trunk group
15 down to 75, and I said to that example, that's fine
16 with us and took care of that.

17 The only open things I was aware of was
18 this 240 and also the aspect of is it a necessity
19 for Verizon to agree to the trunk forecast, where
20 our position is. No, we don't--it's not up to us
21 to agree to it. We will take it at your good-faith
22 work, and we will--it will help us do the job

1 better.

2 But other than that, I didn't think there
3 was anything else open, trunk-wise, between us. I
4 thought we were pretty well wrapped up with it.

5 MR. MONROE: And maybe we are. By that,
6 do you mean that assuming the Commission is going
7 to decide whatever open issues there are with trunk
8 forecasting and such, is Verizon accepting the rest
9 of WorldCom's proposed two-way trunking language?

10 MR. ALBERT: I don't think so. I thought
11 there was a lot of it where we did match up, and I
12 just mentioned the couple of things I was aware of.
13 There may be--there may be an issue that I didn't
14 mention that comes on the compensation side tied
15 into this, and I don't know if that's just a
16 different numbered issue or kind of wrapped into
17 the overall two-way trunking.

18 But I thought when we went through and
19 laid side by side there was heck of a lot of the
20 stuff we matched up with each other.

21 MR. MONROE: I had that same understanding
22 and what we got in the DPL was in many cases